

Water Usage Agreement for Fire Departments

This agreement entered into by and between the Cumberland Falls Highway Water District (herein referred to as CFHWD) and _____
(herein referred to as the Fire Department)

In consideration of CFHWD's agreement to provide water to the Fire Department **FOR FIRE PROTECTION PURPOSES ONLY** at no charge, the Fire Department agrees to:

- Maintain accurate records of the amount of water used
- Submit a monthly report to CFHWD no later than the 5th day of each month of all water used during the preceding month containing an itemized list of the purposes for which it was used
- Submit a monthly report to CFHWD even if the Fire Department uses no water during any month
- Submit an affidavit from an official of the Fire Department attesting to the veracity and accuracy of the monthly report
- Pay a \$100.00 penalty each time it fails to submit a monthly report by the 5th day of each month
- Pay for all water usage each time it fails to submit a monthly report and affidavit. A non-reporting Fire Department's usage will be presumed to be 0.10% of the water district's total water sales for the month. A non-reporting Fire Department may present evidence of its actual usage to rebut the presumed usage. The water district will consider this evidence and may adjust the presumed usage amount accordingly
- No water can be used for training purposes, filling swimming pools, cleaning parking lots or for any other purpose other than providing fire protection
- If at any time a fire department has been found to use water for any reason other than to provide fire protection, a 10% charge of the Water District's total water sales for the calendar month will be assessed and must be paid by the Fire Department

- CFHWD may revoke or rescind this agreement at any time, without waiving any of its remedies or damages by providing a 30 day written notice to the Fire Department at the address listed on this agreement and to the Public Service Commission.

In witness hereof, the parties have executed this agreement on this ____ day of _____
20_____.

Fire Department Name

Accurate Mailing Address

Authorized Fire Department Agent

Cumberland Falls Highway Water District Manager